posed as to the use of such photographs, or an assignment to the plaintiff of the contract between the former owner of the land and defendant's assignor.

The stress of the action was placed upon alleged interference with the business of the owner of the caverns through circulating pictorial representations which, besides affecting the patronage of visitors by their misleading character, entered into competition for sale with those issued by the owner himself. It was, however, sufficient for the dismissal of the application for an injunction that the assignee from the owner had presumably obtained plenary rights to take photographs for artistic purposes and to circulate the products, which rights had passed to his assignee, the present defendant.

Evidently a claim for relief, founded upon trespass, had been discussed on the argument, and what the court said on this topic may be of interest: "As was said in Miller *v.* Wills (95 Va., 337), 'although a court of equity will not, as a general rule, interpose to prevent a mere trespass, yet if the act done or threatened would be destructive of the substance of the estate, or if repeated acts of wrong are done or threatened, or the injury is or would be irreparable—in fine, whenever the remedy at law is or would be inadequate —a court of equity will enjoin the perpetration or the wrong and prevent the injury.'

"In no sense is any trespass alleged in this bill. There is no invasion of the premises of the appellant. There is no act done or threatened which would destroy, or in the least degree affect, the substance of the estate. The whole case made is that there is an invasion of and injury to the rights of appellant, because the appellee goes upon the market with colored photographs of the property of appellant, which he offers to sell in competition with pictures of the same objects offered for sale by the appellant."

The right recognized by the English case to relief by injunction where there has been violation of a condition expressly imposed upon allowing entrance by the public to an exhibition or to one's land may be of considerable practical value and is in furtherance of justice.

Insurance—Construction—Liability for Depreciation of Automobile after Accident.—Christison *v.* St. Paul Fire, etc., Co., in the Supreme Court of Minnesota, 163 N. W. 980, offers an extreme illustration of the rule that an insurance policy prepared by the insurer will be so construed as to restore ambiguity and doubt in favor of the assured. It appeared that "defendant insurance company issued a policy to plaintiff insuring him against loss by reason of liability imposed by law for the destruction of, or injury to, the property of others arising from plaintiff's ownership, maintenance, or use of cer-

tain automobiles. A clause of the policy provided that 'the company's liability is limited to the actual intrinsic value of the property damaged or destroyed at the time of its damage or destruction, which shall not be greater than the actual cost of the repair or replacement thereof. One of plaintiff's automobiles collided with another car and damaged it under circumstances which rendered plaintiff liable. Defendant paid the owner of the injured car the amount of the bill for repairs paid by him. Thereafter the owner of the injured car recovered a judgment against plaintiff for the depreciation in the value of his car caused by the accident over and above the amount paid for repairs. Plaintiff paid this judgment and brought this action to recover the amount so paid, with attorney's fees, from defendant under the policy." It was "held by a majority of the court that the limitation clause above quoted does not limit the liability of defendant to the actual cost of repairs made, when it appears that they do not and cannot make the car as good as it was before the accident, and that plaintiff may recover the amount of the judgment paid by him for depreciation in the value of the car, with attorney's fees incurred in defending the suit." The following is from the opinion:

"We appreciate that the question is important, though the amount involved is small. Counsel for plaintiff argue that the policy promised indemnity from liability imposed by law upon the assured for the destruction of or injury to the property of others, and that the limitation clause should be construed liberally so as not to defeat recovery for liability imposed by law for all injury to the property of others. It is clear enough that Brown's car was injured over and above the cost of the repairs made. It is also clear that this injury could not be remedied by repairs, but it was nevertheless an injury to Brown's property for which the law imposed liability upon plaintiff. But for the limitation clause there would be no doubt of the liability of the insurer. Was it intended by the limitation clause to preclude liability when the insured was compelled to pay for injuries that could not be remedied by mechanical repairs? Is this clause so free from ambiguity that it is necessary to so construe it? To repair an automobile means to restore it to a sound or good state after injury or partial destruction, to restore it to its original condition. 'Replacement' has much the same meaning, but as used would seem to refer to cases where property is destroyed rather than merely damaged, where repairs only will not restore it to its original condition. But there are many articles of property which are never again of the same value after injury and repair. It would be often impossible to restore a damaged article to its original condition by repairing it. It was not possible to make Brown's car as good as it was before it was damaged. But all was done that was possible to this end, without buying him a new car. The members

of the court are divided in their opinions as to whether the decision of the trial court is sound. The writer thinks that under the clause providing that the liability of the insurer is limited to the actual value of the property damaged or destroyed, which shall not be greater than the actual cost of repair or replacement thereof,' defendant is not liable beyond the amount actually paid by Brown for repairs to his car. A majority of the court thinks that this is too narrow a construction of the language of the limitation clause that where there are damages to the property that are not and cannot be fully remedied by repairing it there is a liability for the full loss, limited of course by the money limit specified. We have found no authorities that are helpful, and were cited to none."

Landlord and Tenant—Liability of Landlord for Nuisance or Negligence of Tenant.—In Beaman *v.* Grooms, in the Supreme Court of Tennessee, 197 S. W., 1090, recovery for damages against appellants, the owners of real estate, was denied under the following circumstances: They owned a pond of uneven depths, covering an area of three or four acres on a farm of 117 acres. The pond had been leased for one year under a verbal contract to appellants' co-defendant, and during that year the lessee's father had operated a bathing establishment "on a small scale, but with enough success to encourage the lessee to attempt a development in the erection of bathhouses and an operation on a larger scale on his own account in the season of 1915, if a renewal of his lease of the farm could be secured."

The owners were aware of the use made of the lake in 1914 and of the lessee's plan, and having originally let the premises for use as a poultry farm they declined to renew the lease for the year beginning May, 1915, unless Brown (the lessee) agreed to plant posts in the water and suspend thereon guard ropes to show where the deeper water set in; also to maintain guards, boats and take all precautions necessary to a conduct of the business safe for the patrons. Brown acceded to this, and he did in fact go far towards compliance before he began business in the season of 1915.

The suit was for damages for the drowning of plaintiff's intestate while bathing in the lake, the gravamen of the action being stated as negligence of the defendants and not the leasing of premises having on them a dangerous nuisance. The court, however, quotes with approval the following language from 2 Underhill on Landlord and Tenant (sec. 480): "For most purposes, and practically speaking, the same rules as to liability of landlord and tenant apply to cases of nuisance and cases of negligent use made of the leased premises."

The following is from the opinion: "Where a landlord is under no obligation to make or control the making of changes or im-